

- The university's September 19, 2024 counter did not properly redline the proposal. In this response, the union has made changes based on the university's September 19, 2024 counter (and redlined those changes) to the union's August 26, 2024 proposal.

ARTICLE XX.

Health and Safety

Section 1. Definitions. Dangerous, hazardous, or unsafe tasks shall be defined as those tasks which are alleged by Environmental Compliance and Occupational Safety (ECOS), Office of Academic and Research Safety (OARS), or the Union as constituting a threat to health and safety including such tasks for which the GSW has not received proper training and/or resources to perform safely.

- (a) Dangerous task: where a health and safety threat can never be mitigated regardless of training and resources provided.
- (b) Hazardous task: where a health and safety threat that can be mitigated by training and resources.
- (c) Unsafe task: where a health and safety threat that can be mitigated by training.

ECOS and the Union are to maintain online a list of tasks that are mutually agreed upon being identifiable as unsafe, hazardous, or dangerous. The mutually maintained list will include the result of arbitration.

Section 2. Unsafe Conditions Ban. A GSW shall not be assigned to any dangerous tasks. A GSW shall not be assigned to hazardous or unsafe tasks without the training and resources required as decided by ECOS, OARS, and the Union. The University will provide a safe workplace in good repair including maintenance of buildings, bathrooms, first aid stations, and air conditioning and ventilation systems.

Section 3. Safe Workspace. The parties understand that GSWs must adhere to all applicable University health and safety rules, policies, and procedures. GSWs shall not be restricted from or penalized for taking additional safety precautions as they deem necessary. No GSW shall be subjected to retaliation for reporting a health and safety concern. A GSW who believes they have been assigned tasks or a worksite that present a threat to their health or safety shall inform ECOS or the Union for an assessment of the situation. The GSW's refusal to work in such circumstances shall not be just cause for discipline. Nothing in this section shall limit the GSW's option to contact ECOS, OARS, or the Union for a Health and Safety assessment. If ECOS, OARS, or the Union determines that such a situation exists, the threat will be removed by the end of the workday that such determination is reported. If unable to do so, at the request of the GSW, the GSW's work site will be changed, or remote work will be supported by the end of the workday that such determination is reported. If this accommodation cannot be made, GSWs shall continue to receive their full stipends and contractual benefits for the remainder of their contracted appointment period. Departments, with any affected GSW, must find alternative employment for the affected GSW.

Section 4. Disputing Facts. ECOS, OARS, and the Union may initiate third party fact-finding missions regarding the health and safety of any GSW's workspace to be fully paid for by the University. In the event of a dispute regarding Section 1, the University and Union agree to use expedited arbitration to resolve disputes regarding the health and safety of any GSW's workplace conditions and tasks.

Section 5. Ventilation Infrastructure. The University will ensure, through upgrades and regular maintenance, that the ventilation, air filtration, and cooling infrastructure in all campus buildings that GSWs work in meet standards for mitigating the spread of airborne pathogens and shielding building occupants from the hazardous components of smoke, smog, air pollution, and dangerous heat waves. These updates and maintenance should, at minimum, meet all standards such as those created by the Centers for Disease Control and Prevention and OSHA, ~~the American Industrial Hygiene Association, and the American Society of Heating, Refrigerating and Air-Conditioning Engineers and the American Society of Heating, Refrigerating and Air-Conditioning Engineers.~~

- (a) In particular, the University will ensure that all rooms in which GSWs work, have at least eight (8) Air Changes Per Hour that have been filtered through filters with a Minimum Efficiency Reporting Value (MERV) of 13 or higher. This can be achieved by the filters used in the Heating, Ventilation, and Cooling (HVAC) systems in buildings that have such systems or by providing and bearing the cost for a sufficient number and quality of portable air filters in buildings that lack adequate HVAC systems. In newly constructed or renovated workspaces, the HVAC systems will meet or be upgraded to meet the above standards.
- (b) The University will provide, at no cost to the Union or GSW, access to portable CO2 test sensors for unit members to confirm the HVAC efficacy in their workspaces upon request for an unlimited length of time. The Union will administer these portable air sensors to students upon request. If at any time a room is found to go above 800 PPM of CO2, immediate steps shall be taken to improve ventilation in that room until the CO2 levels remain under 800 PPM at all times.
- ~~(c) The University and the Union shall study the feasibility of installing in our workspaces Far UV lighting to further protect from airborne pathogens prior to the end of this agreement.~~
- (d) The University shall have six (6) months from the date the contract goes into effect to implement the necessary changes to satisfy the above criteria.

Section 6. Injury. If the University Health and Counseling Services or the GSW's healthcare provider certifies that a GSW, as a result of an injury incurred in the workplace, is unable to continue their appointment, the GSW will continue to receive tuition and fee waivers for whichever is longer: the duration of their contracted appointment period or as long as the injury prevents the GSW from performing the duties of that appointment, up to two years beyond the contracted appointment period. Additionally, GSWs shall be eligible for worker's compensation benefits.

Section 7. Temperature Control. The University will ensure all GSW workspaces have proper

air conditioning and heating to maintain a temperature between 66F and 78F degrees at all times, except in areas where different temperature is needed (for example, with experiments). During applicable seasons, rooms will be heated to a target of 68F, with an expected range of 66F to 72F, and rooms will be cooled to a target of 76F, with an expected range of 72F to 78F. This includes GSW labs, offices, meeting rooms, and classrooms where GSWs will serve as TAs. If a room is outside the required temperature range, the University will immediately correct and repair the issue.

Section 8. Bathrooms.

- (a) The University and Union recognize the importance of having safe and accessible bathroom facilities. The University will continue to post and maintain a campus map of all gender-neutral bathrooms. The University will not prevent GSWs from using a workplace bathroom of the GSW's choice, regardless of gender. GSWs shall have unrestricted access to a gender-neutral bathroom within the GSW's building and within a five minute walk from the GSW's work assignment. If an existing gender-neutral bathroom is not available within a reasonable distance from the work assignment, the University will re-assign an existing bathroom to be gender-neutral. If no such bathroom exists, a section/class/work reassignment may be made with consent of the GSW.
- (b) The University shall continue to provide menstrual products in bathrooms used by GSWs at no cost to the GSW. Additionally, menstrual products shall be provided in all such bathrooms regardless of gender.

Section 9. Off-site Workplace. If a GSW works outside of University workspaces, other than ~~their in local remote~~ home ~~locations~~, prior to the beginning of the assignment the University shall:

- (a) Provide the GSWs with information about travel ~~abroad~~, rights ~~while traveling abroad~~, and access to benefits abroad, if GSWs have work that takes them outside the United States. ~~This can be communicated by an up-to-date web page; GSWs will receive this information as soon as possible and no later than 14 days before travel dates;~~
- (b) ~~Allow~~ GSWs ~~have the right~~ to decline travel to unsafe work locations without being penalized, including United States states that are unsafe for pregnant, LGBTQ+ individuals, or any individual belonging to a protected class;
- ~~(c) Provide GSWs performing field work in the United States information relevant to the safe performance of such work;~~
- (d) Make GSWs aware of all available resources they may need for the successful completion of the work assignment, including how to access or obtain these resources in the location of the work assignment.

Section 10. First Aid. Adequate properly maintained and serviced first aid ~~kits will be provided in GSW workspaces, including Advil, Band-Aids, and oral glucose. Workspace-granularity kits can have specific life-saving items by request, such as Epi-pens. Infrequently used items, such as Narcan and AEDs, can be provided at an occupancy appropriate granularity in a clearly marked location. equipment, including but not limited to Narcan, a heart defibrillator, epinephrine auto-injector, aspirin, iodine, and oral glucose or an emergency glucose injection pen will be~~

provided in appropriate locations. The University shall provide first aid information and training at no cost for all GSWs.

Section 11. Report Sharing. When a GSW contests the health and safety of their workplace and informs ECOS, OARS, or the Union, ECOS and the Union the informed groups must inform the other parties within twenty four (24) hours. The University shall provide to affected GSWs access to past data including but not limited to toxic chemicals, water tests, mold tests, microplastics, PFAS, lead paint, lead pipes, seismic safety, air quality, air filtration ratings, a workspace's air change overs per hour, CO2 measurements, and asbestos reports. Such existing data shall be readily available and provided to the union or GSW within fifteen (15) calendar days following a request. Furthermore, the Union shall be provided with copies of all future ECOS and OARS inspection reports related to the work sites of GSWs within two (2) days of the report's creation.

Section 12. Administering Health and Safety Tests. In the case of a suspected or ongoing outbreak of a communicable disease or nuclear, biological, or chemical contamination, the University shall offer relevant tests for GSWs within the appropriate affected work areas at no cost to the GSWs.

Section 13. Public Health Notifications. During public health threats, the University will email the entire Northeastern community informing everyone of the risks, dangers, and precautions that can be taken. Public emergencies include but are not limited to:

- (a) When the local, state, or national government declares a Public Health Emergency.
- (b) When the Massachusetts Department of Public Health declares an outbreak in Massachusetts or the Centers for Disease Control reports an outbreak in New England or nation-wide.
- (c) The air quality index is above one hundred (100).

Additionally, at the beginning of each semester (Fall, Spring, Summer 1 and Summer 2), the University shall provide, at no cost to the GSW, N95 masks, relevant medications relevant to infectious diseases, rapid tests, and vaccinations on campus. Such preventative measures shall be available in a heavily foot-trafficked public location (e.g., in front of Ryder Hall or Curry Student Center) and shall be available University-wide. The University shall send campus-wide emails to inform the Northeastern community of the importance of preventative measures, the availability of on-campus resources, and the location(s) of such resources.

Section 14. Health Testing. In the event of any public health notification outlined in Section 13a or 13b, the University will require offer, promote, and supply relevant weekly testing of all who may enter a GSW's workspace (e.g. classroom, conference room, laboratory space, etc.). These tests will be made available at wheelchair-accessible locations on all Northeastern campuses to ensure easy access for all GSWs. Should testing behaviors not satisfy the GSW's needs, the GSW shall be entitled to complete their work remotely.

Section 15. Masking Request Requirements. GSWs may request universal masking in their workspaces, including but not limited to classrooms, offices, and labs where they work,

meetings, and spaces for required work events. They may do so by posting public notice and/or by verbal announcement at any time, without justification. Should masking behaviors not satisfy the GSW's needs, the GSW shall be entitled to complete their work remotely.

Section 16. Work and Infectious Diseases. GSWs who test positive for or are experiencing potential symptoms of an infectious disease (e.g. COVID-19, Influenza, etc.) will not be required to work for at least ten (10) days after they first test positive or first exhibit symptoms, nor until at least 24 hours after their symptoms end, nor until 24 hours after a negative test, whichever comes later. If the sickness extends longer than fourteen (14) days, then a note shall be provided from a healthcare provider for continued sick leave. Supervisors may not pressure, coerce, or influence GSWs to do otherwise. The GSW shall receive full pay during this absence.